

Arrangement for Access to Russian Federation Facilities by
United States Representatives to Conduct Work
Pursuant to the Agreement Between the
Department of Defense of the
United States of America
and the
Russian Aviation and Space Agency
Concerning Cooperation in the Elimination of
Strategic Offensive Arms

Pursuant to the Agreement Between the United States of America and the Russian Federation Concerning the Safe and Secure Transportation, Storage and Destruction of Weapons and the Prevention of Weapons Proliferation, dated June 17, 1992 and as amended and extended June 15/16, 1999 (Umbrella Agreement), and the Agreement Between the Department of Defense of the United States of America and the Russian Aviation and Space Agency Concerning Cooperation in the Elimination of Strategic Offensive Arms, dated August 26, 1993, as amended April 3, 1995, June 19, 1995, May 27, 1996, April 11, 1997, February 11, 1998, June 9, 1998, August 16, 1999, August 8, 2000, June 9, 2003 and as amended and extended August 30, 2002, hereinafter referred to as the SOAE Agreement, the Department of Defense (DoD) of the United States of America (hereinafter the U.S. Party) and the Russian Aviation and Space Agency (RASA) and the Ministry of Defense (MOD) of the Russian Federation (hereinafter the Russian Party) hereby agree to establish the following mutually acceptable Arrangement for access by U.S. representatives to Russian Federation (Russian) facilities where RASA has requested DoD assistance in the elimination of strategic offensive arms and associated infrastructure pursuant to the terms of the SOAE Agreement.

1. This Arrangement has been developed within the framework of the SOAE Agreement to facilitate its implementation.
 - A. For the purposes of this Arrangement, the following terms and their definitions shall be used:
 - i. "Facility" means a building or site in the Russian Federation where DoD has provided assistance pursuant to the SOAE Agreement or where such assistance is requested by RASA from DoD.
 - ii. "U.S. representatives" means civilian and military personnel of DoD and other U.S. government agencies, and employees of DoD contractors and their non-Russian subcontractors participating in the implementation of the SOAE Agreement. Trusted agents are not U.S. representatives.

- iii. "Trusted agents" means Russian Federation citizens who:
 - a. possess the appropriate technical qualifications to observe or monitor subcontractor operations;
 - b. are employed by Russian organizations possessing an appropriate license or clearance; and
 - c. are not employed by a Russian subcontractor whose activities are to be observed or monitored by this organization.
- iv. "Hold point" means a point in a process of performing work at which a U.S. representative or a trusted agent may instruct that there will be no payment for further work.
- v. "Milestone point" means an agreed point in a process as specified in each contract or subcontract.
- vi. "Ministry of Defense Facility" means any installation, building, or site that is administratively or operationally controlled by the Russian MOD.
- vii. "Observe" ("observation") means the constant monitoring, by a U.S. representative or a trusted agent, of a process (for example, dismantlement of a missile) to ensure that the process is performed safely and in compliance with safety regulations, approved procedures and contract or subcontract specifications.
- viii. "Witness" ("witnessing") shall mean viewing work performed under a contract at a milestone point to confirm that the specified work necessary to reach that milestone point has been completed, in accordance with the milestone specifications.

2. Within the framework of this Arrangement U.S. representatives and their trusted agents shall be permitted access to facilities where work pursuant to the SOAE Agreement will be conducted to carry out the following activities, or other such activities as are agreed to by the Russian Party and the U.S. Party (hereinafter jointly referred to as the Parties):

A. Planning:

- i. Determine whether a new request for assistance supports U.S. policy and is authorized by U.S. law;

- ii. Determine whether to approve request for assistance;
- iii. Define the scope of work and select all Russian and U.S. subcontractors, and plan for managing, integrating and coordinating their work;
- iv. Develop work schedules, cost estimates and financial plans.

B. Monitor work implementation.

C. Manage projects and contracts and subcontracts and oversee activities of contractors and subcontractors:

- i. Manage work being carried out by contractors or subcontractors, i.e.:
 - (a) impose hold points in a process at any time when an anomaly in the process is noted, when a quality or safety concern is determined, or when any condition in the contract or subcontract is violated;
 - (b) perform necessary project and contract management oversight activities at milestone points;
 - (c) validate delivery orders;
 - (d) distribute subcontractor payments in accordance with contracts and subcontracts.
- ii. Monitor progress of assistance to confirm the quality and timeliness of its completion;
- iii. Resolve all identified impediments and obstacles;
- iv. Assure that work proceeds in accordance with contracts and subcontracts, i.e.:
 - (a) develop personnel work safety programs and monitor the practice of implementing safety regulations;
 - (b) develop and manage a work quality warranty program, including periodic construction inspections and review of all quality reports; and
 - (c) develop programs to implement environmental protection measures and monitor compliance with them.
- v. Confirm the provision of materials at facilities and approve payments;

- vi. Coordinate provision of equipment and materials with appropriate Russian and U.S. organizations to ensure that all equipment and materials are available when needed.
- vii. Provide specialized technical support (including coordinating vendor technical experts) for equipment installation (such as heating, ventilating, and air conditioning and other equipment) and equipment energization, startup, and testing, and operator training.

D. Support maintenance and repair of equipment (other than equipment designated for processing and storing of information) provided by DoD. Such maintenance and repair will include, but is not limited to, the following measures:

- i. Confirming the availability and the proper functioning of materials and equipment;
- ii. Planning and scheduling maintenance and repair;
- iii. Performing maintenance and repair and quality control of maintenance and repair.

3. If DoD is considering approving a new request for assistance from RASA, the Director, Cooperative Threat Reduction (CTR) Policy, Office of the Secretary of Defense, via DoD representatives at the U.S. Embassy in Moscow or other agreed channels, will request that RASA grant access to RASA facilities, and arrange access to MOD facilities, for U.S. representatives to perform the activities described in paragraph 2A. In individual cases a repeat visit to a facility may be required in order to further define the scope of work and cost estimate and prepare a policy decision.
4. After DoD has notified RASA that a request for assistance is approved, the U.S. representatives will direct requests to RASA for access for facilities in order to perform the activities described in Paragraph 2 of this Arrangement. If a non-Russian DoD contractor will manage the project, the Defense Threat Reduction Agency (DTRA) project manager, via DoD representatives at the U.S. Embassy in Moscow or other agreed channels, will request access to the facilities for employees of a potential DoD contractor. Such access will make it possible to assess the project scope and aid in the preparation of the contractor's proposals to DoD. [NOTE: In some cases, where DTRA uses full competition to select a contractor for a project, all five pre-selected DoD contractors may require access to the work sites at the same time. The Parties shall coordinate the total number of U.S. representatives before a request for access is presented].

5. After RASA is notified by the DTRA project manager, via DoD representatives at the U.S. Embassy in Moscow or other agreed channels, that one or more DoD contractors have been selected to provide assistance, the selected DoD contractors, shall direct requests to RASA requesting that access be granted to facilities to perform the activities described in paragraph 2.
6. Requests for access to applicable facilities, pursuant to this Arrangement, shall be delivered to RASA 35 days prior to the date access is required. The following general requirements apply to all requests for access under this Arrangement:
 - A. Requests for access to facilities will include the name of the facilities to be accessed and the dates and purpose of the visit. Attached to the request will be a list of participating U.S. representatives requiring access.
 - i. This list will include the last name, first name, gender, date of birth, citizenship, place of birth, passport number and expiration date, place and address of employment in the U.S., the office telephone and fax machine numbers, and position of each person listed, and each person's duties during the visit to an MOD site.
 - ii. The request will indicate whether it is necessary to arrange an entry visa for any of the team members, the location where each member's visa will be obtained, and will include a copy of the photo page of each member's passport.
 - B. The date of the request is the date of delivery of such request to RASA.
 - C. RASA shall approve such requests in writing, as a rule, not less than ten calendar days before the planned visit start date.
 - D. The total number of U.S. representatives given access to a facility must not exceed 10 persons, including interpreters, for each visit unless a larger number of U.S. representatives is agreed upon by representatives of the Parties.
 - E. U.S. representatives may have offices in the vicinity of the facilities but outside the territory of the facilities and outside the closed administrative-territorial formations and territories in which the residence of foreign citizens is regulated.
 - F. Access for employees of DoD contractors and their non-Russian subcontractors may be arranged in three-month periods for a number of visits as specified in the terms of the contract or subcontract, with extensions as necessary.

- G. During facility visits a facility representative (a representative of RASA or MOD) shall inform the U.S. representatives of the rules of conduct at the facility, including technical safety measures, and inform them that they should not interfere with the activities of the facility.
- H. During facility visits the scope of completed work shall be verified by visual inspection without dismantling any structures. During facility visits, the route of movement around the site and the places to stop shall be determined by the Russian Party.

7. The following guidelines apply:

- A. RASA or MOD, as appropriate, shall arrange for Russian technical experts to accompany U.S. representatives for consultations during the visit as required. DoD may agree to pay for the transportation expenses of RASA or MOD technical experts for each facility visit. During visits to MOD sites U.S. representatives, as a rule, shall be escorted by a facility representative.
- B. Visits will be conducted during mutually agreed duty hours unless otherwise agreed by the Parties.
- C. Maintenance visits for DoD-provided equipment shall be conducted pursuant to an annual maintenance plan developed based on maintenance requirements. Such plans will be submitted to RASA no less than 60 days prior to the beginning of each year.
Visits to transfer and repair equipment and technologies shall be conducted pursuant to requests to RASA by the DoD logistics support contractor in accordance with this Arrangement.

8. U.S. representatives may have continuous access to facilities being renovated or constructed to conduct activities listed in paragraph 2. The number of U.S. representatives having access to such facilities will be the minimum number necessary based on the schedule, complexity, and nature of the task in each case. The number of U.S. representatives at the facility at one time shall not exceed ten unless a larger number is agreed upon by the representatives of the Parties.

- A. Where renovation or construction activities are being carried out in areas the Parties agree are sensitive, the construction or renovation area may be fenced off. In such cases, DoD may provide:
 - i. Security fencing around the construction or renovation area;
 - ii. Additional security guards and escorts; and

iii. A liaison for the facility security service.

9. For those operations that are performed on components of strategic weapons systems that RASA declares to be sensitive, after coordination with DoD, the following will apply:

- A. The DoD contractor may subcontract with Russian subcontractors for trusted agents to observe sensitive operations on behalf of DoD. Subcontracts will be awarded to one of the Russian subcontractors proposed by RASA and selected by DoD prior to the start of processes requiring such observation.
- B. Trusted agents will be allowed to be present at the facility to observe the work and ensure that the work, including all sensitive operations, is performed safely, in compliance with approved procedures and processes, and in accordance with contract or subcontract specifications. Trusted agents have the authority to impose hold points at any time when an anomaly in a process is noted, when a quality or safety concern is determined, or when a condition in the contract or subcontract is violated. In such cases the trusted agent will notify the DoD contractor. The DoD contractor will not pay for work that continues after a trusted agent imposes a hold point until the hold point is rescinded. Specific procedures for imposing and rescinding hold points will be set forth in the contract and subcontract.
- C. The Russian Party shall determine what information may be forwarded to trusted agents.
- D. When U.S. representatives are witnessing milestone points, the Russian subcontractor completing the work may implement measures to shroud or camouflage equipment, sensitive components, and special inscriptions that the Russian Party considers "konfidentsialnaya" (конфиденциальная). If the shrouding or camouflage prevents a U.S. representative from witnessing a milestone as specified in a contract, the U.S. representative may request adjustment of the shrouding or camouflage by the Russian subcontractor in order to successfully witness the milestone. If the U.S. representative establishes that an adjustment still prevents witnessing a milestone as specified in the contract the U.S. representative shall contact the DTRA Project Manager for guidance. DoD will not make any payments under contracts or subcontracts for milestones that a U.S. representative does not witness, and will not permit work to proceed under a contract or subcontract when a milestone is reached unless a U.S. representative has witnessed that milestone.

- E. The number and periodicity of access to facilities provided to U.S. representatives will be based on the events to be witnessed, as specified in the contracts or subcontracts.
 - F. To the extent possible, confirmation of safety and environmental regulation compliance should be conducted when U.S. representatives or their trusted agents are confirming completion of work at milestone points.
10. Photographs may be taken to confirm completed work, the requirement for requested assistance for repairs, and the presence of U.S.-provided equipment and technology and its appropriate use. All photographs, prior to, during or after the visits, shall be taken by RASA or MOD representatives. The number of photographs shall be coordinated with the U.S. representatives. Once the photographs have been examined as required by Russian representatives, they shall be provided to the U.S. representatives.
11. During visits to facilities, which RASA declares to be sensitive after coordination with DoD, U.S. representatives shall not have in their possession electronic or radio devices, filming and photographic equipment, video and audio recording equipment. The following shall apply:
- A. If the need arises, the Russian escort must immediately provide the U.S. representative with communication to the appropriate parties in the Russian Federation or the U.S.
 - B. Cell phones and lap top computers can be carried by U.S. representatives at all times when outside secure areas.
12. U.S. representatives shall have the right to bring personal items into the territory of the Russian Federation and remove such items from the territory of the Russian Federation, except for items whose import or export is prohibited by law or is regulated by quarantine inspection.
13. In order to protect "konfidentsialnaya" (конфиденциальная) and sensitive information provided or observed by the Parties during activities conducted pursuant to the SOAE Agreement and this Arrangement:
- A. No United States classified information or Russian Federation state secret information shall be exchanged.
 - B. The information provided by MOD or RASA to be transferred to DoD or otherwise made available by MOD or RASA, or produced by MOD and RASA in cooperation with DoD under the SOAE Agreement and this Arrangement and

considered by MOD or RASA as "konfidentsialnaya" (конфиденциальная) must be clearly designated and marked *конфиденциальная* (konfidentsialnaya).

- C. The information provided by DoD to be transferred to MOD and RASA or otherwise made available by DoD or produced by DoD in cooperation with MOD or RASA under the SOAE Agreement and this Arrangement and considered by DoD as "sensitive" must be clearly designated and marked as "sensitive".
- D. "Sensitive" or "konfidentsialnaya" (конфиденциальная) information shall be protected in accordance with the laws and regulations of the state of the Party receiving the information. This information may be used within the executive and legislative branches of the United States and Russian Federation. DoD shall instruct U.S. representatives to handle sensitive information made available to such U.S. representatives in writing or through observations at visited facilities and identified as "konfidentsialnaya" (конфиденциальная) by MOD and RASA or their representatives, in accordance with U.S. laws and regulations.
- E. In accordance with the laws and regulations of the United States of America, "konfidentsialnaya" (конфиденциальная) information provided to DoD by MOD or RASA under the SOAE Agreement shall be treated as "sensitive information of a foreign government" and shall be withheld from public disclosure to the extent permitted by the laws and regulations of the United States of America. Such information transmitted to DoD by MOD or RASA, acting on behalf of the Government of the Russian Federation, under the SOAE Agreement, must be processed in accordance with the laws of the Russian Federation prior to disclosure to U.S. representatives.
- F. In connection with all information identified or designated as "konfidentsialnaya" (конфиденциальная) provided by MOD or RASA to DoD, or produced by MOD or RASA in cooperation with DoD, under the SOAE Agreement or this Arrangement, MOD and RASA, acting on behalf of the Government of the Russian Federation, each hereby:
 - i. request that such "konfidentsialnaya" (конфиденциальная) information be withheld from public disclosure;
 - ii. declare that such "konfidentsialnaya" (конфиденциальная) information is being withheld from public disclosure;
 - iii. declare that such "konfidentsialnaya" (конфиденциальная) information is being provided to DoD on condition that it not be released to the public; and

- iv. request that such "konfidentsialnaya" (конфиденциальная) information be withheld from public disclosure until MOD or RASA provides written notification that such "konfidentsialnaya" (конфиденциальная) information may be disclosed.
- G. According to the laws and regulations of the Russian Federation, sensitive information provided by DoD shall be treated as "official information of limited distribution" and shall be withheld from public disclosure.
 - H. The Parties shall minimize the number of persons who have access to information that is designated as "sensitive" or "konfidentsialnaya" (конфиденциальная).
14. There shall be an implementation working group (IWG), consisting of individuals representing DoD, RASA and MOD. DoD, RASA and MOD shall each designate a team leader, deputy team leader, and such other representatives as each deems necessary to conduct the IWG meetings. The IWG decisions shall be based on mutual agreement of DoD, RASA, and MOD team leaders. IWG decisions shall be recorded in a joint record of discussion unless otherwise determined by the team leaders. The IWG shall be responsible for, among other things:
- A. Resolving issues concerning access for U.S. representatives to perform the activities described in this Arrangement.
 - B. Identifying more effective and efficient methods to implement activities under this Arrangement;
15. DoD may pay all reasonable (moderate) expenses, incurred by the U.S. representatives during access to facilities, including expenses for meals, lodging, transportation, medical services, and communication.
16. Within sixty days of the signing of this Arrangement, and before November 1st of each year thereafter, DoD will provide to RASA, for transfer to and processing by MOD, an annual list of U.S. representatives who will require access to MOD sensitive facilities. This list will not include more than 400 U.S. representatives. The list will include the name as listed on the passport; including day, month and year of birth; city, state or region, and country of birth; passport number and expiration date; gender; citizenship; position title and place of employment.
- A. MOD and RASA will assist in obtaining one-year multi-entry visas for the U.S. representatives approved on the annual list, which will be referred to as "the list". DoD affirms to RASA and MOD that the U.S. representatives on the list who enter the Russian Federation under such visas shall conduct activities for the purposes envisioned by the Umbrella Agreement.

B. DoD may update the list every six months, or as necessary to replace representatives as described below, and the previous list will remain in force until the Parties approve the new list.

C. MOD will provide to RASA who will inform DoD, in writing, no later than 50 calendar days after receiving the initial or updated list, whether the listed U.S. representatives may be allowed access to the MOD sites.

D. DoD may propose other candidates in place of any U.S. representatives named in the list whose access to the sites is deemed unacceptable by MOD. Such candidates shall be added to the list once accepted by MOD.

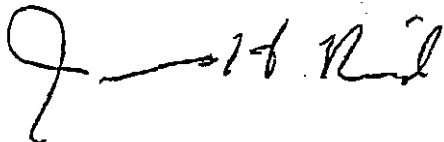
17. This Arrangement does not affect visits by senior officials of the U.S. Government, members of Congress and congressional staff. This Arrangement shall not prejudice the rights of DoD to conduct audits and examinations of assistance pursuant to Article VII of the SOAE Agreement and the Administrative Arrangements for the Conduct of Audits and Examinations of Assistance, dated October 25, 1995, or its successor.

This Arrangement may be amended by written agreement of the Parties. This Arrangement shall enter into force upon signature by the Parties with effect from October 8, 2003 and shall remain in force for the duration of the SOAE agreement.

Done at Moscow on this 20 day of November, 200³4, in two copies, each in English and Russian languages, both texts being equally authentic.

For the U.S. Party:

Department of Defense
of the United States of America:



For the Russian Party:

Russian Aviation and Space Agency:

